

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

JACOB FETMAN aka YAACOV FETMAN,

Debtor.

x

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x

Chapter 7

Case No. 15-43716-NHL

CLERK
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF
NEW YORK

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**DEBTOR'S RESPONSE SUPPORTING PRIOR ATTORNEY RACHEL BLUMNEFELD
ESQ. APPLICATION TO WITHDRAW FROM THE CASE AND OBJECTING TO HER
APPLICATION TO BE REIMBURSED FROM MONEYS HELD BY THE TRUSTEE**

Jacob Fetman (the "Debtor") states as follows under penalty of perjury:

1. I make this response (this "Response") in support of Ms. Blumenfeld's application to withdraw from the case as attorney of record and I object to her request to be reimbursed for legal fees from moneys held by the trustee.

2. The introduction of Ms. Blumnefeld to the case was as a result of my original attorney, Mr. David Carlebach, being disbarred, a situation that had nothing to do with my case.

3. When I met with Ms. Blumenfeld, I explained the background to the case and how the \$20,000,000 judgment against me was obtained. Essentially, I explained that it was a result of coercion and manipulation that I signed an arbitration agreement that was worded in such broad terms ("a dispute") that could have been interpreted as anyone sees fit. Furthermore, that arbitration agreement was signed on a Sunday (October 13, 2013), which we now know as the 2nd Dept. of the Appeals court ruled in another case in early 2017, is null and void. However, Aish's attorneys argued in the Supreme Court, in front of Justice Demarest, that the court has no jurisdiction to check how the judgment was obtained but rather only confirm it or deny it - if we can prove criminal acts by the arbitrator. As the sessions were not recorded or attended by court reporters, there was no proof of gross malice by the arbitrator and consequently Judge Demarest confirmed the award - finding more than a few troubling issues with how it was obtained but never the less stating that the appellate division should make the final determination.

Unfortunately, at the appellate division the appeal was postponed SEVEN times by my adversaries so that at length we never actually got the case decided.

4. As opposed to Ms. Bumenfelds assurances to me that she will fight the claim, from day one she pushed me to settle the case. In the very first hearing that Ms. Blumenfeld attended on my behalf, this court stated that a way for her to get familiar with the case, she should file a motion of “Objection To Claims”. Ms. Blumenfeld did not do so, and after weeks of my pushing a prodding, and this Court asking her again to file that motion – I took matters to my own hands and wrote the motion myself, and emailed it to Ms. Blumenfeld to be uploaded on the court website.

5. Since then, Ms. Blumenfeld did not write any motions (other than this one asking to be paid) and barely gave me the time to discuss the case. She did not attend settlement discussions and was not available to review and counsel me on the actual settlement – at TWO court hearings.

6. The settlement is NOT something that Ms. Blumenfeld accomplished – to wit – at the last hearing with Rabbi Cohen, when Rabbi Cohen was told by Aish’s attorney that I had about \$2 million dollars invested in the Platinum Fund – he turned to me saying “why do you need all that money? You should give it to this charity!” – when I explained that this money came from me borrowing and mortgaging property – he was not impressed. When he continued to push me to give Aish the Platinum Fund account I said that I can prove it had nothing to do with the charity and I added “over my dead body” – to which Aish’s Attorney replied “that can be arranged...” - my point is that the \$20 million judgment is a fake number, based on nothing but Mr. Rimberg’s fertile imagination - as he told me that I will beg them to take only \$2 million dollars after he will finish what he had in mind. That certainly became true, he proved that a signature of the Rabbi on the award is more valuable than a Supreme Court Judge and several federal judges – as that award decision can not be appealed. It defies logic that an organization

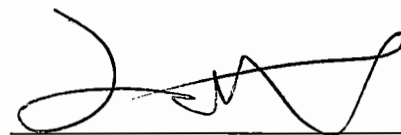
that had an internal budget of 2 - 2.5 million dollars annually, of which the executive director took \$400K in compensation \$1.3 million annually could have been 'stolen' by the CFO ?? or that property that have been in my family for 30 years was "taken from Aish" as the Rabbi wrote.

7. Regardless, Ms. Blumenfeld did not want to try the merits of the claim and it was our great misfortune that in a single hearing in the summer of 2017, the Honorable Judge Craig decided not to look any further on the merits of the claim but to accept it and authorize sale of my parents' properties.

8. Once that was done, I felt that there was no further reason to fight and agreed to settle the case. However, Ms. Blumenfeld was not instrumental and not even present in many of the discussions that were held directly with Aish and the trustee. On more than a few hearings she was late to appear, giving everyone and especially me the understanding that she had other paying clients to attend to, and I was not one of them.

9. For these reasons, I strongly support Ms. Blumenfeld's withdrawal from the case and strongly oppose her request to be paid from money held with the trustee. Further, I feel that it's a private matter between me and Rachel Blumenfeld and feel very betrayed for her request to be paid from moneys held by the trustee. Ms. Blumenfeld approaching the trustee to even request such payment is completely wrong and unauthorized. Such self-serving attempts to collect legal fees is not what I would expect from anyone and certainly not from Ms. Blumenfeld. Her cozy relationship with the trustee further erodes my trust in her.

Dated: Brooklyn, New York
June 4th, 2018



Jacob Fetman

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

_____X
In re: : Chapter 7
: :
JACOB FETMAN, : :
: : Case No. 15-43716-NHL
: :
Debtor. :
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CERTIFICATE OF SERVICE BY FIRST CLASS MAIL AND ELECTRONIC MAIL

State of New York

ss.:

County of Brooklyn


Jacob Fetman affirms under penalty of perjury and states as follows:

I am over the age of 18 and reside in Brooklyn, New York.

On May 31, 2018 I served the attached DEBTOR'S RESPONSE IN SUPPORT OF TRUSTEE'S MOTION FOR AN ORDER AUTHORIZING SALE OF REAL PROPERTY LOCATED AT 4305 TENTH AVENUE, BROOKLYN, NEW YORK, (a) by first class mail, by depositing a true copy of same in a sealed, post-paid properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York and (b) by electronic mail, to the entities set forth on the schedule annexed hereto to the email addresses provided for receipt of electronic mail.

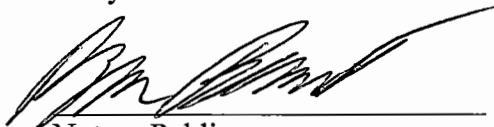
Dated: Brooklyn, New York

June 4, 2018


Jacob Fetman

Sworn to before me this

4 day of June 2018


Notary Public

RYAN BENNETT
Notary Public, State of New York
No. 01BE6324782
Qualified in Kings County
Commission Expires May 11, 2019

SERVICE LIST

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